

Subject: Cuevas v. LIC Builders
Date: Friday, January 28, 2022 at 2:46:00 PM Eastern Standard Time
From: Benjamin Rattner
To: heriberto Cabrera, info@gonylaw.com
CC: Michael Wood
Attachments: image001.png, image002.png

Herb,

In response to your question this afternoon about whether we would stipulate that LIC Builders has a gross annual sales volume of \$500,000, the answer is no, we will not stipulate to that. As you know, one of our defenses is that the Court lacks subject matter jurisdiction, and you're effectively asking us to surrender that defense, which we will not do. My recollection from Gerard McEntee's deposition, whom we produced on behalf of LIC Builders, is that you did not ask him about LIC Builders' gross annual sales volume. Nonetheless, I have asked you to produce Gerard McEntee's deposition transcript to me and identify where you think he lacked knowledge about that topic so that we could consider your request with all the facts in front of us. To date, you have not provided us with the deposition transcript for Gerard McEntee.

Finally, I'd like to remind you that we asked you to stipulate that you would not call Mr. Cuevas's wife and daughter at trial (you identified them as having relevant knowledge in your Rule 26 disclosures), and you declined. Ultimately, after taking Mr. Cuevas's deposition, we decided not to pursue those depositions. In light of the foregoing, and your telling me that you think you probably have enough evidence to show a gross annual volume of sales of \$500,000 for LIC Builders, we are not inclined to enter into a stipulation.

Regards,
Ben



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